

From: Gruber, Don J.
To: john.canett@conair.com
Cc: [Jurist, Karen](#); [Phillips, Peter](#)
Subject: CPT/HydroPunch Groundwater Sampling
Date: Wednesday, October 07, 2015 9:40:39 AM
Attachments: [JWebbFigure 4 2 Prop CPT locs rev4.pdf](#)
[eastfirestone.conair.EPAaccessagr.10-15.pdf](#)

Hi John- I just left you a voice message regarding the groundwater sampling we will be doing during the week of Oct 26 through Oct 30, 2015. We are a subcontractor for the USEPA. I have attached the approximate locations of the sampling (JW-CPT15 through JW-CPT18) and also the access agreement. We plan to be on your property at 7:00 AM on Monday October 26, 2015. We typically work between the hours of 7AM and 5PM. The work should be completed within 5 days, ending October 30, 2015.

Please let us know if there are any access constraints.

Thank you and please let me know if you have any questions.

Donald Gruber | Senior Hydrogeologist | Gilbane

2934 Gold Pan Court | Suite 12 | Rancho Cordova, CA | 95670

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Well Drilling Access Consent for Environmental Sampling at 9350 Rayo Ave., South Gate, CA (the "Property")

This Well Drilling Access Consent ("Consent") provides the consent of East Firestone, LLC ("Property Owner") and Conair Corporation ("Tenant") for access granted to the U.S. Environmental Protection Agency ("EPA") and its contractors to the Property for the purpose of conducting environmental sampling activities for the Jervis B. Webb Superfund Site in order to evaluate the nature and extent of soil and groundwater contamination from volatile organic compounds. EPA will utilize this Property access from East Firestone, LLC and Conair Corporation to conduct specific groundwater sampling. This groundwater sampling activity is scheduled to occur sometime in October, 2015. The EPA's current plans call for collecting groundwater samples beneath the Property. EPA intends to develop a schedule that will be convenient to Tenant, EPA and Property Owner at a time closer to the actual sampling event.

The project ("Project") consists of EPA contractor personnel using direct-push cone penetrometer test ("CPT") sampling equipment mounted on a commercial 25-ton truck approximately 8-feet x 32-feet x 12.5-feet in size. A smaller support truck will also be onsite to assist the CPT rig and groundwater sampling activities. Site soil types will be determined by pushing a small diameter (2-inch) steel probe approximately 120 to 130 feet below ground surface. Five groundwater samples will be collected at up to 4 locations by driving small diameter steel rods to approximately 40, 60, 80, 100, and 120 feet below ground surface. Each sampling location, which will be included in a work plan that EPA will share with Property Owner and Tenant prior to the commencement of the Project, will be cleared for utilities in advance and hand augured to a depth of 5 feet to avoid compromising any utilities during sampling. All sample boring locations will be backfilled with grout and topped with an appropriate soil, concrete, or asphalt patch to match the existing surface. At the conclusion of sampling, EPA contractor personnel will remove all equipment from your property and leave the Property in the same condition as when they arrived. Any waste created by the soil boring operation will be promptly and properly disposed of by EPA and its contractor. The entire sampling and cleanup on your property is expected to take approximately 6 days. When the sampling program is completed, the EPA will provide Property Owner and Tenant with the results from the samples collected on the Property.

CONSENT TO ACCESS. Each of Property Owner and Tenant consents to and grants EPA, its officers, employees, contractors, and authorized representatives, access to the Property to implement the Project, on the following conditions:

(1) EPA will provide Property Owner and Tenant with a site plan of proposed well locations for their approval. EPA will work with Tenant to ensure that the well locations do not disrupt the Tenant's operation at the Property. Any changes to the Project must be approved by the Property Owner and the Tenant.

(2) EPA acknowledges that its contractors work for EPA and not the Property Owner or Tenant. EPA will not bring claims against Property Owner or Tenant for the actions of its contractors that result in harm or damage to any person or property, the Tenant or Tenant's property, EPA's contractors or any third party, unless Property Owner's or Tenant's negligence or intentional acts are the proximate and primary cause of the harm or damage.

(3) EPA and its contractor will remove any waste generated during the Project at their own expense. EPA and its agents and contractors shall keep the Site free from any mechanic's liens arising out of any work performed or materials furnished for the Project.

(4) EPA shall cause its contractors performing work on the Project to provide Property Owner and Tenant a certificate of liability insurance issued by an insurer licensed to conduct business in the State of California. The insurance policies shall provide general liability coverage, professional liability and contractor's pollution liability coverage, and excess/umbrella liability coverage for any and all claims of bodily injury, property damage, personal injury, professional liability, and pollution liability arising from the use of the Property by the insured Licensee. The insurance policy shall provide not less than One Million and no/100 Dollars (\$1,000,000.00) general liability coverage per occurrence, with a minimum aggregate limit of no less than Two Million and no/100 Dollars (\$2,000,000.00) per policy period; and not less than One Million and no/100 Dollars (\$1,000,000.00) Professional Liability & Contractors Pollution Liability coverage per occurrence, with a minimum aggregate limit of no less than Two Million and no/100 Dollars (\$2,000,000.00) per policy period. Any of the coverages can be satisfied by a combination of primary policies and an appropriate umbrella policy. Property Owner and Tenant shall be named as an additional insured on EPA's contractor's insurance certificates for work relating to the Project. A certificate of insurance evidencing such coverages shall be provided to Tenant and Property Owner prior to commencing work on the Project.

Dated: 9/29/15

CONAIR CORPORATION

By Mike Matulis
Name Mike Matulis
Title General Manager

Dated: _____

EAST FIRESTONE, LLC

By _____
Name _____
Title _____

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Dated: _____.

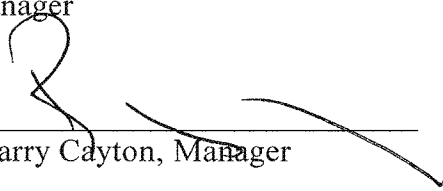
CONAIR CORPORATION

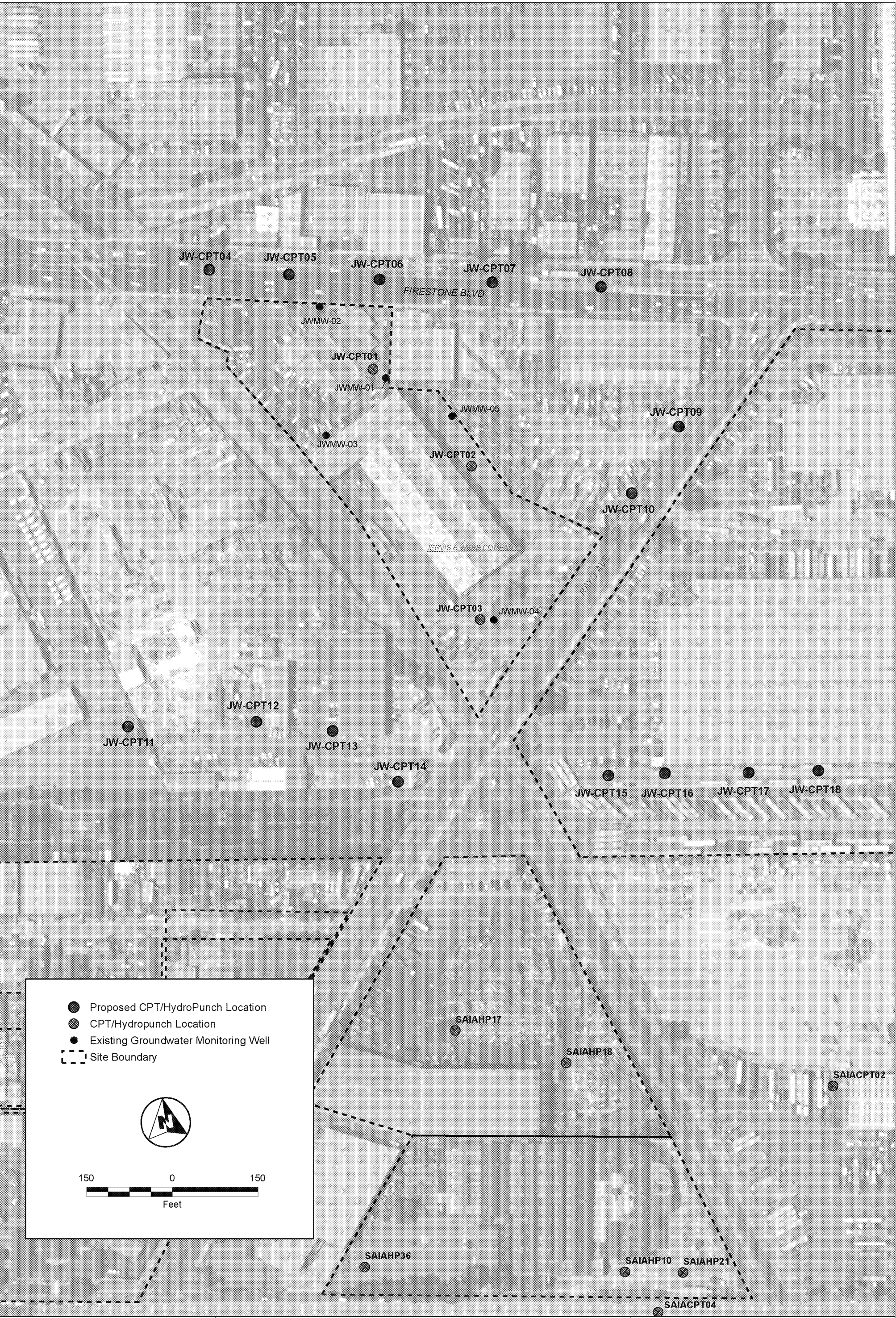
By _____
Name _____
Title _____

Dated: September 28, 2015.

EAST FIRESTONE, LLC

By: Alta Group GP, LLC,
a California limited liability company,
its Manager

By: 
Barry Cayton, Manager



JERVIS B. WEBB COMPANY
SAMPLING AND ANALYSIS PLAN
LOS ANGELES COUNTY, CALIFORNIA
US ENVIRONMENTAL PROTECTION AGENCY

FIGURE 4-2
Proposed CPT/Hydropunch Locations